

46-2

BK6780PG341

WARRANTY DEED
002179

TRANSFER
TAX

KNOW ALL MEN BY THESE PRESENTS, that **Melvin Nale** and **Deborah Nale**

husband and wife, of Waterville, County of Kennebec and State of Maine in consideration of one dollar and other valuable consideration paid by **Marc L. Smith and Susan A. Smith**, husband and wife, as joint tenants and not as tenants in common, of Oakland, County of Kennebec and State of Maine the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain sell and convey unto the said Marc L. Smith and Susan A. Smith, their heirs and assigns forever, a certain lot or parcel of land located in the City of **Waterville**, County of Kennebec and State of Maine bounded and described as follows:

Land in Waterville, County of Kennebec, State of Maine, with the buildings thereon, bounded and described as follows, to wit:

Beginning at a point in a westerly line of Martin Avenue, which point is four hundred ten (410) feet northerly of an iron pin marking an angle point in the westerly line of Martin Avenue; thence northerly in the westerly line of Martin Avenue a distance of one hundred ten (110) feet; thence westerly at a right angle a distance of one hundred twenty-five (125) feet; thence southerly at a right angle a distance of one hundred ten (110) feet; thence easterly at a right angle a distance of one hundred twenty-five (125) feet to the point of beginning.

Meaning and intending to describe Lot #85 on plan entitled "Academy Acres" dated June 25, 1957, by R.G. Knowlton.

Subject to the following restrictions, number I to IX, which will be binding upon the said grantees and all persons claiming or holding under or through said grantees, for a period extending to January 1, 1995, and which, until said date, shall be deemed as covenants running with the title to said land.

I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situated on said land be used for business or manufacturing purposes; and that no outbuildings shall be occupied as a residence prior to the construction of the main buildings.

II. That no house for more than one family shall be built upon said land, and that no building costing less than twelve thousand dollars (\$12,000.00) shall be built upon the lots; and that no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet.

III. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall be not nearer any side street than twenty-five (25) feet.

IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or buildings thereon.

First Title (3)

46-2

SK 6780PG342

V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residence on adjoining lots.

VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon.

VII. That if the owner of two or more contiguous lots purchased from the Ursuline Vice Provincialate Northeastern Vice Province desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.

VIII. Said single lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and for a violation of the terms thereof, or any of them, by the said grantees herein named, or any person holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the grantors, and their assigns, or the owner of any lots, to proceed at law or in equity to compel compliance with the terms thereof. The grantors herein do not hold themselves responsible for the enforcement of the foregoing restrictions.

IX. That no house or other buildings shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove set forth.

MEANING AND INTENDING to convey the same premises as conveyed to Melvin Nale and Deborah Nale from Donald E. Gehret and Sue C. Gehret by Warranty Deed dated August 18, 1999 and recorded in the Kennebec County Registry of Deeds in Book 6031, Page 156.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all privileges and appurtenances thereof, to the said Marc L. Smith and Susan A. Smith, their heirs and assigns, to them and their use and behoof forever.

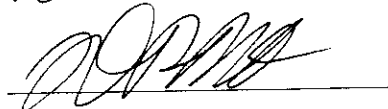
AND we do covenant with the said Grantees, their heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey to the said Grantees to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Marc L. Smith and Susan A. Smith, their heirs and assigns forever, against the lawful claims and demands of all persons.

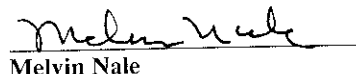
IN WITNESS WHEREOF, we, the said Melvin Nale and Deborah Nale have hereunto set our hands and seals this 17th day of January, 2002.

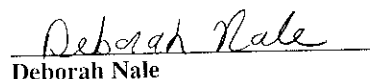
Signed, Sealed and Delivered

in presence of






Melvin Nale


Deborah Nale

46-2

#6780PG343

STATE OF MAINE
Kennebec, ss.


January 18, 2002

Personally appeared the above named **Melvin Nale** and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Notary Public/Attorney at Law



Printed Name

RECEIVED KENNEBEC SS.

2002 JAN 22 AM 9:00

ATTEST: 

ACTING REGISTER OF DEEDS